



San Gabriel Valley Council of Governments

AGENDA AND NOTICE OF THE REGULAR MEETING OF THE SGVCOG EXECUTIVE COMMITTEE

August 7th, 2017- 4:00 PM

**SGVCOG Office - 1000 S. Fremont Ave., Building 10, Suite 10210,
Alhambra, California 91803**

Thank you for participating in tonight's meeting. The Executive Committee encourages public participation and invites you to share your views on agenda items.

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Joe Lyons

3rd Vice President
Becky Shevlin

Past President
Barbara Messina

Transportation Chair
John Fasana

Homelessness Chair
Joseph Lyons

EENR Chair
Denis Bertone

Water Resources Chair
Diana Mahmud

ACE Chair
Juli Costanzo

MEETINGS: *Regular Meetings of the Executive Committee are held the first Monday of every month at 4:00 p.m. at the SGVCOG Office (1000 S. Fremont Ave., Building 10, Suite 10210, Alhambra, California 91803).* The Executive Committee agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvkog.org. Copies are available via email upon request (sgv@sgvcog.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all Executive Committee meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVCOG requests that persons addressing the Executive Committee refrain from making personal, slanderous, profane or disruptive remarks.

TO ADDRESS THE EXECUTIVE COMMITTEE: At a regular meeting, the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The Executive Committee may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the Executive Committee. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Executive Committee can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Executive Committee.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



PRELIMINARY BUSINESS

1. Call to Order
2. Roll Call
3. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
4. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting (*It is anticipated that the Executive Committee may take action on these matters*)

CONSENT CALENDAR (*It is anticipated that the Executive Committee may take action on the following matters*)

5. Executive Committee Meeting Minutes – Page 1
Recommended Action: Approve Executive Committee minutes.

CLOSED SESSION

6. PUBLIC EMPLOYMENT: Titles: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957
CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Phil Hawkey, Richard D. Jones, Dominic Lazaretto, Tony Ramos and Chris Jeffers; Unrepresented employees: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957.6.

UPDATE ITEMS

- SGVCOG/ACE Merger – Page 5
- Salary Resolution (Regional Homelessness Coordinator) – Page 7
- Memorandums of Agreement (MOAs) with the City of Los Angeles and Other Participating Cities for Administration of Contracts related to the Coordinated Integrated Monitoring Program (CIMP) for the Upper Los Angeles River (ULAR) Enhanced Watershed Management Plan (EWMP) – Page 23

GENERAL COUNSEL’S REPORT

PRESIDENT’S REPORT

7. Oral Report
Recommended Action: For information only.

EXECUTIVE DIRECTOR’S REPORT (*It is anticipated that the Executive Committee may take action on the following matters*)

8. Oral Report
Recommended Action: For information only.

ACTION ITEMS (*It is anticipated that the Executive Committee may take action on the following matters*)

9. Draft Governing Board Agenda – Page 47
Recommended Action: Provide direction to staff.

ANNOUNCEMENTS

ADJOURN



SGVCOG
Executive Committee Minutes
July 10, 2017
4:00 PM
SGVCOG Offices, Alhambra

PRELIMINARY BUSINESS

1. Call to Order

The meeting was called to order at 4:03 P.M.

2. Roll Call

Members Present

C. Sternquist, President
M. Clark, 1st Vice President
J. Lyons, 2nd Vice President, Homelessness Chair
B. Shevlin, 3rd Vice Chair
B. Messina, Past President
D. Bertone, EENR Chair
D. Mahmud, Water Committee
J. Costanzo, ACE Chair

Members Absent

J. Fasana, Transportation Chair

Staff

P Hawkey, Executive Director
M. Creter, Assistant Executive Director
E. Wolf, staff
C. Cruz, staff
K. Barlow, Jones and Mayer
M. Christoffels, ACE CEO

Others

C. Jeffers, City Manager, Glendora
T. Ramos, City Manager, Claremont
M. Reyes, LADCPW Transportation Division

3. Public Comment

There were no comments from the public.

4. Changes to Agenda Order:

There were no changes to the agenda.

CONSENT CALENDAR

5. Executive Committee Meeting Minutes of 6/5/2017

D. Mahmud corrected Item 12 to read, “the group discussed whether to continue giving awards and agreed to forgo awards this year. Whether to reinstate giving awards in the future will be considered at another time.”

There was a motion to approve the minutes as amended (M/S: B. Messina/J. Lyons).

[MOTION PASSED]

AYES:	C. Sternquist, M. Clark, J. Lyons, B. Shevlin, B. Messina, D. Bertone, D. Mahmud, J. Costanzo
NOES:	
ABSTAIN:	
ABSENT:	J. Fasana

DISCUSSION ITEMS

6. Extension of Lease
M. Creter discussed the budgeting of this item. The contract allows for the current COG lease to be extended for six months at a 3% increase.
7. Contract with San Gabriel Valley Economic Partnership
M. Creter gave an overview of the contract the COG will enter into with the Economic Partnership to support Commercial Property Assessed Clean Energy (PACE) outreach.
8. Metro Open Streets Grant Program
M. Creter gave details about this grant such as the route and the progress of discussions with the cities involved.
9. Salary Resolution
P. Hawkey discussed the salary resolutions for the Transportation Planner and Homelessness Coordinator. D. Mahmud had concerns about the proposed pay ranges being much higher than current staff pay. She asked if the committee could discuss the salary ranges in closed session. K. Barlow advised that the salary must be discussed at an open meeting but that in closed session, it is allowable to discuss staff relationships.
10. Contract for Metro Board of Director Support Services
C. Sternquist recommended deferring discussion on this item until J. Fasana could be present. The committee agreed and this item will be taken up again at the September meeting.
11. SGVCOG/ACE Merger
P. Hawkey made a recommendation that the ACE Ad Hoc Committee reconvene with members from the Executive Committee present in order to work through the differences in the two versions of the report. The Committee agreed that at the July Governing Board meeting the Executive Director will lead a discussion of the merger, describing the reconvening of the committee. A vote on the merger will be deferred until the August meeting.

GENERAL COUNSEL'S REPORT

There was no report.

PRESIDENT'S REPORT

12. Oral Report
There was no report.

EXECUTIVE DIRECTOR'S REPORT

13. Oral Report
E. Wolf announced his resignation.

ACTION ITEMS

14. Draft Governing Board Agenda
Items 17, 21, 23, and 26 were removed from the July Governing Board agenda. Item 24, SGVCOG/ACE Merger, was removed as an Action Item and placed under Executive Director's Report, for information only.
There was a motion to approve the July Governing Board agenda as amended (M/S: D. Mahmud/B. Shevlin).

[MOTION PASSED]

AYES:	C. Sternquist, M. Clark, J. Lyons, B. Shevlin, B. Messina, D. Bertone, D. Mahmud, J. Costanzo
NOES:	
ABSTAIN:	
ABSENT:	J. Fasana

CLOSED SESSION

15. PUBLIC EMPLOYMENT: Titles: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957

CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Phil Hawkey, Richard D. Jones, Dominic Lazaretto, Tony Ramos and Chris Jeffers; Unrepresented employees: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957.6.

The Executive Committee discussed the positions of Executive Director and Assistant Executive Director, job descriptions, and the need to determine how to fill the Executive Director position at the conclusion of P Hawkey's contract term, as well as method and timing for recruitment.

The Committee gave direction to the Chair and General Counsel regarding negotiating a contract for Executive Director services, subject to approval by the Governing Board, pending determination by the board regarding the ACE/COG merger and direction regarding recruitment for the Executive Director position. Compensation was not discussed in closed session.

The Committee discussed Item #9, Salary Resolution for the positions of Transportation Program Manager and Homelessness Coordinator, and decided to remove this item from the July Governing Board agenda and place it instead on the August agenda.

ANNOUNCEMENTS

ADJOURN

The meeting adjourned at 6:28 P.M.

Summary of Ad Hoc Committee and Executive Committee Recommendations

Issue	Recommendation	
	Ad Hoc Committee	Executive Committee
Retain ACE	Keep ACE, and do not allow it to expire upon completion of its mission in six years.	Agree
Expand ACE's Jurisdiction	Expand ACE's jurisdiction so it can undertake projects throughout the SGV.	Agree
Structure of ACE Board	<p>Modify the ACE Board to have the following members:</p> <ul style="list-style-type: none"> Representatives from 5 districts in the SGV SGVCOG President County Supervisor from SGV <p>In addition, current ACE Board members remain voting members of the ACE Board until the ACE projects within their respective cities have been completed.</p>	Agrees, with modification that ACE Board be named the ACE Committee.
ACE Board responsibilities	Retain existing responsibilities.	Agrees, except that the new ACE Committee will not have management or personnel responsibilities. The CEO position of ACE will be modified to report to the SGVCOG Executive Director.
Communication Structure	New ACE Board will report to the Governing Board, with communication to the Executive Committee.	Agrees, except that the ACE Committee will communicate through the Executive Committee while reporting to the Governing Board.
Staff Organizational Structure (Construction/ Project Staff)	ACE construction management staff will be maintained as a separate management unit.	Disagrees, recommending instead that the COG and ACE be combined into one organization with one Executive Director, and that ACE will be a SGVCOG division reporting to the Executive Director.
Staff Organizational Structure (Admin./ Non-project Staff)	Transfer all non-project staff (i.e. administrative staff) of ACE to become SGVCOG staff.	Disagrees, see above.
Review Process	Review the organizational structure and responsibilities in 18 months	Disagrees, recommending that the Governing Board approve the merger of COG and ACE into one organization, with full implementation of staff integration to occur no later than July 1, 2018.

REPORT

DATE: August 7, 2017

TO: Executive Committee
City Managers Steering Committee
Governing Board

FROM: Phil Hawkey, Executive Director

RE: **SALARY RESOLUTION**

RECOMMENDED ACTION

Recommend Governing Board adopt Resolution 17-29 updating the salary and classification system to create a Regional Homelessness Coordinator position. The position be limited term and would be fully funded through a funding agreement with LA County.

BACKGROUND

Staff is recommending the creation of a new staff position to support the implementation of Measure H, which addresses homelessness. Information about that position is included below.

Staff has also included information regarding the proposed Transportation Program Manager position. At this time, no action is being recommended related to this position.

REGIONAL HOMELESSNESS COORDINATOR

On March 8th, Measure H was approved by County voters to combat the homeless crisis and the Los Angeles County Board of Supervisors (BOS) approved a funding allocation plan at their June 13th meeting. Included in this action was direction to providing \$2 million in funding for COG regional coordination and homeless planning grants for cities.

The amount of funding is based on number of cities in each COG. In FY 2017-18, \$500,000 will be allocated between the COGs as follows:

- Antelope Valley Transit Authority: \$30,000
- Gateway COG: \$142,000
- Malibu/ Las Virgenes COG: \$30,000
- San Fernando Valley COG: \$30,000
- San Gabriel Valley COG: \$158,000
- South Bay COG: \$79,000
- Westside Cities COG: \$30,000

The Los Angeles County CEO's office will administer these funds through a contract with the COGs, based on the BOS motion and it is anticipated that this will be an ongoing source of funding over the ten-year term of Measure H.

Staff is proposing to create an in-house Regional Homelessness Coordinator position. The Regional Homelessness Coordinator would be responsible for engaging cities and high-level staff across the San Gabriel Valley to increase support of the Homeless Initiative (HI) programs. This individual would also plan, organize and direct special programs and projects in the area of homeless issues and services including applications for Measure H funding and work with regional homeless organizations and coalitions to ensure the coordination of homeless services and cities and across the region. Table 1 shows the salary ranges for equivalent/related positions.

Agency	Position	Years of Experience	Salary	
			Minimum	Maximum
City of Pomona	Homeless Services Coordinator	3-5 years	\$70,476	\$85,692
City of Santa Monica	Senior Administrative Analyst Homeless Services	5-8 years	\$90,360	\$111,552
Los Angeles County	Homeless Initiative Coordinator	5-8 years	\$102,000	\$132,000
Average			\$87,612	\$109,748

Table 1.
Salary Ranges for Comparable Positions

Based on these salary ranges, the proposed pay range for the SGVCOG Regional Homelessness Coordinator is \$85,000-\$110,000. The minimum qualifications for this position would be five years of professional experience in a leadership position related to homeless service programs, as well as the possession of a Bachelor's degree. The responsibilities for this position includes the coordination of homelessness related services within the San Gabriel Valley. For a full list of responsibilities, please see Attachment A.

In FY 2017-18, COGs will be funded through the Provisional Financing Uses (PFU) fund for regional coordination efforts. It is expected a contract for those funds will be executed by September 2017. The Board of Supervisors directed staff from the Los Angeles County Homeless Initiative to identify and dedicate a long-term source of funds for this program through Measure H. The report back on that issue is due on September 12th. Until a multi-year contract between the COG and the County is in place, this position will be considered limited-term, dependent upon grant funds.

UPDATE ON TRANSPORTATION PROGRAM MANAGER

At its February 2017 meeting, the Governing Board directed staff to secure funding for and create a Transportation Program Manager position. With the passage of Measure M, San Gabriel Valley transportation projects and programs will receive more than \$3 billion in local sales tax funds over the coming decades, including \$1.5 billion funds for the following programs:

- Active Transportation (\$231 million)
- Bus System Improvement (\$55 million)
- First/Last Mile and Complete Streets (\$198 million)
- Highway Demand Management (\$231 million)
- Goods Movement (\$33 million)
- Highway Efficiency (\$534 million)
- ITS/Technology (\$66 million)
- Subregional Equity (\$199 million)

The Transportation Program Manager would be responsible for working with cities, technical committees, and Metro on planning and programming in each of the funding categories. Together,

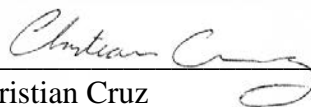
they would develop project design standards, scope, tasks, costs, and timeline, before making recommendations to decision-making bodies.


Staff is proposing to create two positions, one more junior-level and one more senior-level, with only one being filled based on the qualifications of the selected candidate. Staff has prepared a comparative analysis of equivalent/related positions at various transportation agencies including LA Metro, SCAG, and OCTA. Based on these salary ranges, the proposed pay range for the SGVCOG Transportation Program Manager is \$80,000-\$100,000 and \$100,000-\$130,000 for the Senior Transportation Program Manager. The minimum qualifications for the Transportation Program Manager level position would be a minimum of 3 years' experience, as well as the possession of a Bachelor's degree. The Senior Transportation Program Manager level, would require a minimum of 5 years' experience, plus 1 year of program/project management experience, in addition to possession of a Bachelor's degree. The responsibilities for the position includes the coordination of all Measure M program management activities.

In June 2017, Metro approved the Measure M guidelines, these guidelines identify a process by which Measure M funds will be programmed by the subregional entities, including the SGVCOG, through the development of five-year subregional fund programming plans. It also allowed for up to 0.5% of subregional program funds to be used for staffing and to support these activities. In the SGVCOG, this amounts to \$185,125 in funding per year, which would be used to fund this position.


SGVCOG staff is working to secure funding authorization from Metro. Once funding authorization is secured through Metro, a formal salary resolution will be submitted to Governing Board for approval for the proposed Transportation Program Manager position.

Prepared by:


Christian Cruz
Management Analyst


Katie Ward
Management Analyst

Approved by:


Marisa Creter
Assistant Executive Director

ATTACHMENTS

Attachment A – Recruitment Flyer: Regional Homelessness Coordinator
Attachment B – Resolution 17-29



**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

1000 S. Fremont Ave., Unit #42
Suite 10-210
Alhambra, CA 91803

**INVITES APPLICANTS FOR THE POSITION OF
SGVCOG HOMELESSNESS REGIONAL
COORDINATOR – EXEMPT**

SALARY AND BENEFITS:

Yearly salary range: \$85,000 - \$110,000

A standard array of benefits, including public employee retirement pension, will also be provided in an employment contract to the successful candidate.

OPENING DATE: September 1, 2017

CLOSING DATE: September 30, 2017

BACKGROUND

The San Gabriel Valley Council of Governments (SGVCOG) was founded in 1994 as a Joint Powers Authority (JPA). The current membership includes the 31 incorporated cities in the San Gabriel Valley, three Supervisorial Districts representing the unincorporated areas in the San Gabriel Valley, and the Valley's three water agencies. Collectively, those agencies represent the Valley's two million residents living in 31 cities and numerous unincorporated communities. The primary focus of the SGVCOG is to support activities related to Transportation; Energy, Environment and Natural Resources; Homelessness; and Water Policy.

The Mission

"The San Gabriel Valley Council of Governments will be recognized as the leader in advocating and achieving sustainable solutions for transportation, housing, economic growth and the environment."

More information about the SGVCOG can be viewed at www.sgvcog.org.

THE POSITION:

Works independently to coordinate with cities, homeless service providers, and other related agencies; performs a wide variety of professional, administrative, fiscal and analytical support within assigned program areas, including budget preparation, financial management, and grant coordination; conducts research; supervises assigned functions with emphasis on professional administrative methods; may serve as a project manager working closely with the Assistant Executive Director, Executive Director, and the Governing Board members; performs other related duties as required.

Responsible for communicating with all levels of government including regional government agencies; assists in the implementation the SGVCOG Governing Board's Strategic Plan, goals and priorities of the JPA. The position reports to the Assistant Executive Director and will be responsible for assigned functions on behalf of the San Gabriel Valley Region for programs and funds benefiting the 31 cities, the County unincorporated areas, and the water service areas.

MAJOR DUTIES

- Serves as liaison with cities, the County, LAHSA, community-based organizations, and the public on issues related to homelessness
- Connects community-based programs with Measure H and other funding sources
- Plans, develops, and coordinates the implementation of programs and projects of a large scope or complexity.
- Prepares, monitors, and oversees the grant budgets.
- Negotiates and administers contracts, agreements, leases and services. Develops agreements and contract terms and monitors compliance.
- Researches grant programs, prepares grant applications and monitors compliance with applicable terms.
- Conducts research and analyzes statistical and related data. Reviews and makes recommendations.
- Prepares comprehensive technical reports, and correspondence, as well as maintains records.
- Prepares and presents reports to the Governing Board, Policy Committees, and Technical Advisory Committees.
- Coordinates and presents at community meetings and events as assigned.
- Conducts a needs assessment (using existing data and/or new surveys) of homelessness in the SGV
- Provide information and assistance to member cities/agencies and service providers as it relates to homelessness
- Establish and maintain effective and cooperative working relationships with City employees, service providers, and the public
- Performs related duties, as assigned.

MINIMUM QUALIFICATIONS

- Bachelor's degree in public administration, business administration, economics, or related field.
- Five years of professional experience in administrative analysis evaluating and managing homeless service programs, providing high level administration and management, and preparing complex analytical reports in either a social service, non-profit or government setting focused on homelessness issues.
- A master's degree is highly desirable.

KNOWLEDGE SKILLS & ABILITIES

Knowledge of:

- Principles and practices of public administration.
- Principles and practices of organization, administration, and management.
- Program and project development, implementation and evaluation.
- Fiscal analysis and budget preparation and administration.
- Data collection and analysis.
- Report writing techniques and editing.
- Quantitative and management analysis technique.
- Methods and techniques of effective supervision.
- Homeless population, including subpopulations, predominant homeless issues and barriers to stable housing and income.
- Homeless service needs, programs and related community issues.
- Best practices in program and project development, implementation and evaluation relating to homeless populations.
- Development of and processes associated with Request for Proposals (RFPs).
- Grants and contractual agreement management.

Ability to:

- Develop, implement, and administer projects and programs.
- Develop and implement goals, objectives, policies and procedures.
- Analyze legislation.
- Prepare analytical and financial reports.
- Prepare and deliver effective public presentations.
- Communicate effectively both orally and in writing.
- Exercise independent judgment and initiative within established guidelines.
- Establish and maintain effective and cooperative working relationships with officials of public and private agencies, City Councils, commissions, community groups, and the general public.
- Supervise, train, and evaluate staff.
- Identify and benchmark best practices for subpopulations, program types and other initiatives.

Skill in:

- The use of computers and related word processing and spreadsheet application software.

APPLICATION PROCESS

Send resume and letter of interest to Mr. Philip A. Hawkey, e-mail: (sgv@sgvcog.org) by 5:00 p.m.; PST, August 31, 2017. It is anticipated that interviews will be held the week of September 11, 2017.

Additionally, include responses to the following supplemental questions:

1. Describe your experience working in the field on homelessness and describe your biggest accomplishment as it relates to this work.
2. Describe the most complex and/or challenging project you have managed related to homelessness. Describe how you engaged stakeholders including city staff, elected officials, community organizations and the public.

Each answer should be included on a separate page and not exceed one-page single-spaced. Applicant's name should be included in the top right-hand corner of each page. Please call 626-457-1800 with any questions. Your inquiries and application will be handled with the utmost confidentiality.

RESOLUTION NO. 17-29

**A RESOLUTION OF THE GOVERNING BOARD OF THE SAN
GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)
REGARDING EMPLOYMENT BENEFITS AND SALARY RATES
FOR ALL CLASSES OF EMPLOYMENT**

WHEREAS, in 2013, the Governing Board restructured the SGVCOG organization and added administrative employees who are assigned to the traditional Council of Governments functions including completion of the goals and objectives adopted in the SGVCOG's Strategic Plan and annual work plan, administration of grant programs, and coordination of the various policy and technical advisory committees;

WHEREAS, given the changes to the organization, the Governing Board is reviewing current practices and developing systems that reflect best industry practices and afford the greatest level of transparency and protection to the SGVCOG, its member agencies, the communities, and the employees including practices and policies related to the administrative and financial functions of the organization;

WHEREAS, on May 29, 2014, the Governing Board adopted Ordinance No. 100 which established an Administrative Code that created a personnel system;

WHEREAS, on July 17, 2014, the Governing Board adopted an Employee Policy and Procedures Manual that established a comprehensive set of rules, regulations and policies and a classification system designed to afford the greatest protection to the SGVCOG and its employees by clearly defining the expectations of employment, establishing a system for addressing and resolving areas of concern, and creating opportunities to mentor, train and develop personnel; and

WHEREAS, on September 18, 2014, the Governing Board adopted Resolution No. 14-23 establishing the employment benefits and salary rates for all classes of employment.

NOW, THEREFORE, the Governing Board of the SGVCOG does hereby resolve, declare, determine and order as follows, which supersedes Resolution No. 14-23, 15-13, ~~and 15-22, and 16-16~~ in their entirety:

SECTION 1. The following bi-weekly salary schedules are assigned to the full-time classes of employment. Annual compensation is equal to 26 bi-weekly pay periods.

Position Title	Range Minimum		Range Maximum	
	Monthly Salary	Bi-Weekly Salary	Monthly Salary	Bi-Weekly Salary
Management Analyst	\$4,166.67	\$1,923.08	\$5,487.50	\$2,532.69
Senior Management Analyst	\$5,487.61	\$2,532.74	\$7,097.50	\$3,275.77
<u>Regional Homelessness Coordinator</u>	<u>\$7,083.33</u>	<u>\$3,269.23</u>	<u>\$9,166.66</u>	<u>\$4,230.76</u>
Assistant Executive Director	\$7,276.58	\$3,358.42	\$9,189.76	\$4,241.43
Executive Director			\$14,583.33	\$6,730.77

SECTION 2. The following table designates the full-time position titles as non-exempt or exempt under the Fair Labor Standards Act (FLSA). All hourly position listed in Section 4 of this Resolution are designated as non-exempt. Position titles listed as non-exempt are compensated overtime for hours worked in excess of 40 hours per workweek. Position titles designated as exempt are not eligible for overtime compensation under the FLSA and will not receive overtime compensation for hours worked in excess of 40 hours per workweek.

Position Title	Exempt/Non-Exempt Status	Position Category
Management Analyst	Exempt	Supv/Professional
Senior Management Analyst	Exempt	Professional/Executive
<u>Regional Homelessness Coordinator</u>	<u>Exempt</u>	<u>Professional/Executive</u>
Assistant Executive Director	Exempt	Executive
Executive Director	Exempt	Executive

SECTION 3. The SGVCOG shall provide the following benefits:

A. Retirement.

- 1) The SGVCOG shall provide a tax-qualified governmental defined benefit plan through the California Public Employees Retirement System (CalPERS) for all full-time miscellaneous classes of employees, in accordance with the following provisions:
 - a. Employees of the SGVCOG shall pay seven percent (7%) the normal member contributions to CalPERS.
 - b. The period for determining the average monthly pay rate when calculating retirement benefits shall be the 36 highest paid consecutive months.
 - c. For full-time employees hired before July 1, 2012, the period for determining the average monthly pay rate when calculating retirement benefits shall be the 12 highest paid consecutive months.
 - d. All full-time employees will be covered by the Fourth Level of 1959 Survivor Benefits.
 - e. The lump sum death benefit paid to beneficiaries of retired CalPERS members will be \$500.
- 2) The SGVCOG shall provide a retirement plan for all hourly employees. The SGVCOG will contribute 2.5% of the employee's salary into an Internal Revenue Code 457 (b) qualified defined contribution plan. Additionally, employees

contribute 5.0% of salary towards this program on a pre-tax basis. Upon separation from the SGVCOG, hourly employees will receive 100% of both the SGVCOG and the employee's contributions, plus any accrued interest.

B. Insurances.

- 1) The SGVCOG will contribute \$700 per month for medical, dental, and vision care for all active full-time employees and their family members.
- 2) The SGVCOG shall provide a short-term disability program for all full-time employees. The SGVCOG shall also provide a long-term disability program for full-time employees to work in concert with the short-term disability program.
- 3) The SGVCOG shall contribute \$350 per month for medical, dental, and vision care for all part-time employees who have completed a 90-day waiting period and average no less than 25 hours per week (Monday – Sunday).
- 4) The SGVCOG shall provide a medical insurance rebate program for full-time employees who are currently enrolled under a medical insurance program through a spouse or other source. Qualifying employees can exchange their SGVCOG medical benefit for a cash rebate equal to the amount of the benefit.
- 5) In accordance with the California Labor Code, the SGVCOG pays the premium for unemployment insurance for employees.
- 6) Under the Workers' Compensation Insurance Law of California, any employee injured on the job in the course of employment is entitled to disability compensation and medical care. Full-time employees may utilize sick leave during the period of absence due to a work-related illness or injury. However, when payment of workers' compensation benefits is received by the employee:
 - a. He/she must endorse the check over to the SGVCOG;
 - b. The SGVCOG will convert the dollar amount of the check to sick leave hours (Total amount of the check divided by the hourly wage); and
 - c. The SGVCOG will credit the employee's sick leave account by that number of hours. Employees who do not wish to cover this absence with sick leave or who lack adequate sick leave hours may keep the check from workers' compensation.

C. Vacation.

- 1) Full-time employees accrue vacation according to the following schedule:

Years of Service	Annual Rate (Hours)
0 to 5 years (0 to 60 months)	80
5 years 1 month + (61 months +)	120

Vacation will be credited bi-weekly on a prorated basis proportionate to a full working month. Upon separation, termination, or retirement, full-time employees shall be compensated at their current rate of pay for their accrued vacation up to a maximum number of 240 hours.

- 2) An employee who has reached the maximum vacation accrual based on years of service will stop accruing vacation hours and will resume accruing vacation hours only when the number of accrued vacation hours falls below the maximum. No employee shall carry forward more than the maximum vacation accrual beyond the last full pay period in June of a fiscal year into a succeeding fiscal year. Accrued vacation may be used for time off following a written notice of resignation or retirement with prior written approval of the Executive Director. New full-time probationary employees are eligible to use accrued vacation during the probationary period with prior approval of the Executive Director.

D. Holidays.

- 1) The SGVCOG will provide full-time employees 96 hours a fiscal year for holidays. Employees must use holiday hours for fixed holidays observed by the SGVCOG. Employees who do not use the full 96 hours during the fixed holidays when the SGVCOG is closed due to professional commitments approved by the Executive Director may use any remaining time as floating holidays. These remaining hours may be used any time throughout the fiscal year with the proper approval of the Executive Director. All holiday hours must be used by the last full pay period in June of each fiscal year and cannot be credited or carried over to the succeeding fiscal year. New full-time probationary employees are eligible to use paid holiday leave hours upon hire with prior approval of the Executive Director.
- 2) The SGVCOG will observe twelve (12) holidays a year during which the office will be closed. These include:
 - New Year's Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day (last Monday in May)
 - Independence Day
 - Labor Day (first Monday in September)
 - Veterans' Day
 - Thanksgiving Holiday (fourth Thursday and Friday in November)
 - Christmas Eve and Christmas Day (two days determined by the Executive Director)
 - New Year's Eve

If any holiday should fall on a day the SGVCOG office is scheduled to be closed, the Executive Director shall determine the date the holiday will be observed.

- 3) The COG offices will be closed from December 24 through January 1 of each year. Employees may use vacation, holiday, or other accrued time to be compensated for those days.

E. Leaves of Absence.

- 1) Full-time employee sick leave with pay shall accrue at the rate of six (hours) for each calendar month of service or any portion thereof prorated in proportion to a full working month for a maximum of 72 hours per calendar year. New full-time probationary employees are eligible to use accrued sick leave during the probationary period.
- 2) Accrued sick leave does not have any cash value, and employees will not be compensated for the value of accrued sick leave upon separation, termination, or retirement. Accrued sick leave may be used for time off following written notice of resignation or retirement if the employee or employee's immediate family member is ill. This includes any relative by blood or marriage that is an actual member of the employee's household, and/or any parent, grandparent, parent-in-law, grandparent-in-law, spouse, registered domestic partner, child, step-child, sibling or siblings-in-law of the employee regardless of residence
- 3) Bereavement leave of up to three (3) days leave with pay will be granted to full-time employees in the event of the death of an immediate family member. This includes any relative by blood or marriage that is an actual member of the employee's household, and/or any parent, grandparent, parent-in-law, grandparent-in-law, spouse, registered domestic partner, child, step-child, sibling or siblings-in-law of the employee regardless of residence. Sick leave, vacation, or holiday hours may be applied to a bereavement period for bereaving a family member not included in the SGVCOG's bereavement policy.
- 4) The Executive Director shall have the discretion to provide up to 20 hours executive leave in a fiscal year for exempt employees required to work significantly more hours on a regular basis due to operational demands. Executive leave shall not accrue from one fiscal year to the next, and therefore, if granted, the executive leave must be used during the fiscal year beginning with the pay period including July 1 and terminating the last full pay period in June of that same fiscal year. Approved executive leave shall be added to the employee's leave time effective the beginning of the pay period including July 1. Employees will not be compensated for the value of unused executive leave upon separation, termination, or retirement.
- 5) Any employee holding a full-time position who is ordered to active duty in the United States Armed Forces shall be entitled to military leave in accordance with federal and state law, including but not limited to, reinstatement with no loss of seniority rights and full reimbursement for up to 80 hours per year. Prior to the use of any military leave, an official copy of the military orders must be provided and remain on file in the office of the Executive Director.

- 6) Employees called to serve jury duty will be granted a leave of absence for the period of service required. Full-time employees will receive up to 40 hours of jury duty pay per calendar year while performing this service. Payment of salary to FLSA-exempt employees during jury duty shall be carried out in accordance with the FLSA. At the discretion of the Executive Director, full-time employees who are required to serve extended jury service beyond 40 hours in any one calendar year may receive additional jury service pay.
- 7) A female employee disabled by pregnancy, childbirth or related medical conditions will be granted Pregnancy Disability Leave up to four (4) months in a twelve (12) month period in accordance with California Law (California Government Code section 12945, as may be amended from time to time). An eligible employee shall be required to use, or may elect to use, accrued leave during any portion of unpaid Pregnancy Disability Leave in accordance with state law. The SGVCOG will continue health care coverage under any employer group health plans for up to four (4) months of the Pregnancy Disability Leave under the same terms as if the employee had continued to work. Any eligible female employee who takes Pregnancy Disability Leave shall have the right to reinstatement to her former job or a comparable position, with no loss of seniority. Should an eligible female employee also qualify for Family and Medical Leave, discussed below, the maximum amount of Pregnancy Disability Leave and Family and Medical Leave shall be governed by subsection 8 below.
- 8) In compliance with the California Moore-Roberti Family Rights Act of 1991 (CFRA), the Federal Family and Medical Leave Act of 1993 (FMLA), the National Defense Authorization Act of 2008, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the California Military and Veteran Code, or as may be amended from time to time, the SGVCOG will provide eligible employees with up to twelve (12) work weeks in any twelve (12) month period, unpaid, job-protected leave for certain family and medical reasons, and up to 26 work weeks in a single twelve (12) month period for unpaid, job-protected caregiver leave. Employees are eligible if they have worked for the SGVCOG for at least one year, and for 1,250 hours over the previous 12 months. Unpaid leave must be granted to any eligible employee for the following reasons:
 - a. The birth of the employee's child and in order to care for the child;
 - b. The placement of a child with the employee for adoption or child care;
 - c. To care for a child, spouse, or parent who has a serious health condition;
 - d. A serious health condition that renders the employee unable to perform the essential functions of his or her position;
 - e. Treatment of substance abuse of the employee or his/her covered family member;
 - f. A qualifying exigency arising out of the fact that a covered military member is on active duty or has been notified of an impending call or order to active duty in the federal Armed Forces in support of a contingency operation; or

- g. To care for a spouse, son, daughter, parent, or next of kin who is a covered service member, because the covered service member suffered a serious injury or illness while on active duty that may render said person unable to perform the duties of the service member's office, grade, rank or rating.

An eligible employee shall be required to use, or may elect to use, accrued leave during any portion of unpaid Family Medical Leave in accordance with federal and state law. For the duration of the Family and Medical Leave, the SGVCOG will continue health care coverage under any employer group health plans under the same terms as if the employee had continued to work. The SGVCOG will provide the employee with a guarantee of employment in the same or an equivalent job with equivalent pay, benefits, and other employment terms and conditions upon returning from the Family and Medical Leave except that the SGVCOG may deny reinstatement to a key employee, in accordance with state and federal law. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using Family and Medical Leave. If the employee cannot be returned to their original job, he/she shall be returned to a substantially similar job, unless there is no substantially similar job position available or filling the substantially similar position would substantially undermine the SGVCOG's ability to operate safely and efficiently. An employee shall have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the leave period. Should an employee also qualify for Pregnancy Disability Leave pursuant to section 7 above, the maximum amount of Pregnancy Disability Leave and Family and Medical Leave shall be governed by this Subsection (subsection 8).

- 9) If an employee is eligible for Family and Medical Leave under FMLA, and is also eligible for Pregnancy Disability Leave, but is not eligible for CFRA Leave under state law, any available FMLA Leave and any available Pregnancy Disability Leave shall run concurrently. The maximum amount of time that an eligible employee may take for FMLA Leave and Pregnancy Disability Leave is twelve (12) workweeks. If an employee is eligible for CFRA Leave and is also eligible for Pregnancy Disability Leave at the time of request for CFRA Leave, the four (4) months of Pregnancy Disability Leave authorized by subsection 7 shall be in addition to the twelve (12) workweeks of CFRA Leave. The maximum amount of time that an eligible employee may take for CFRA Leave and Pregnancy Disability Leave is twelve (12) workweeks plus four (4) months, or a total of seven (7) months.
- 10) The SGVCOG may, at the discretion of the Executive Director, grant an employee a leave of absence for up to three (3) months without pay. At the discretion of the Executive Director, an employee's leave of absence without pay may be extended in three (3) month increments up to a total maximum unpaid leave of absence of one (1) year. Leave without pay is intended for unusual circumstances and the request will be evaluated based upon the impact to the SGVCOG operations and

work force levels. Leave without pay will only be granted upon the complete use of accrued sick leave, vacation, and holiday time.

F. Work Hours.

- 1) Full-time and hourly employees working 8 hours or more in a workday shall take a one hour scheduled lunch break and two 15-minute breaks daily. Lunch breaks are unpaid; however, the 15-minute breaks are paid.
- 2) Hourly employees working a 6 to 7 hour workday are entitled to a 30-minute unpaid lunch and two 15-minute breaks. Hourly employees working a 4 to 5 hour workday are entitled to a 15-minute break; and those hourly employees working less than a 4-hour workday are not entitled to a break. Two 15-minute breaks may not be combined to replace any part of an unpaid lunch break.

G. Additional Compensation.

- 1) Employees classified as exempt, as defined in Section 2 of this Resolution, are not eligible for overtime compensation. Employees classified as non-exempt, as defined in Section 2 of this Resolution, will receive compensation for approved overtime work as follows: Hours worked by non-exempt staff in excess of 40 hours in a seven day workweek are considered overtime. All eligible employees shall be compensated for authorized overtime at the rate of one and one-half times his/her equivalent hourly rate of pay or shall be allowed to accumulate one and on-half hours of compensatory time (of up to 30 hours) for each overtime hour worked, at the SGVCOG's option. Compensatory time must be taken by the end of the fiscal year in which it was earned.
- 2) After the last full pay period in any given month, full-time employees shall have the opportunity to sell to 80 hours of accrued vacation provided they have met the following:
 - a. During the current year, up to the last full pay period in June 30 of the fiscal year, the employee has used 40 hours of vacation.
 - b. The employee must maintain a minimum of 80 accrued hours after buyback.

Because the employee must approve disbursements from accrued vacation in writing, it is the employee's responsibility to request the buyback in writing seven days in advance of the impacted payroll period.

H. Miscellaneous Benefits.

- 1) Automobile allowance shall be provided on a monthly basis to the Assistant to the Executive Director in the amount of \$350 and to the Executive Director in the amount of \$400.

- 2) For those employees not provided with an automobile allowance, the SGVCOG shall reimburse the employee the current Internal Revenue Service mileage rate in effect per mile driven for authorized use of an employee's private vehicle on SGVCOG business. Employees that receive an automobile allowance are not eligible for mileage reimbursement and must have a private vehicle available for use of SGVCOG business.

SECTION 4. Hourly employees shall be compensated at a fixed rate pursuant to the following schedule:

Position Title	Hourly Rate
Office Assistant	\$25
Project Assistant	\$18
Intern (Graduate Student)	\$18
Intern (Undergraduate Student)	\$16

The Executive Director may hire, on an hourly basis, positions identified as full-time according to the current salary resolution. Such positions shall only be hired when filling in temporarily for an existing full-time position.

SECTION 5. The SGVCOG reserves the right, in its sole discretion, at any time and from time to time, and upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any salary or benefit provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees. All salary and benefits in this Resolution are subject to meet and confer guidelines and shall be reviewed at least annually in their entirety.

SECTION 6. The Executive Director shall certify to the adoption of this Resolution and shall enter this Resolution into the official book of resolutions.

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, County of Los Angeles, in the County of Los Angeles, State of California, on the 17th day of August, 2017.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Philip A. Hawkey, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that Resolution 17-29 was adopted at a regular meeting of the Governing Board held on the 17th day of August, 2017 by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Philip A. Hawkey, Secretary

REPORT

DATE: August 17, 2017

TO: Executive Committee
City Managers' Steering Committee
Governing Board

FROM: Phil Hawkey, Executive Director

RE: **UPPER LOS ANGELES RIVER COORDINATED INTEGRATED
MONITORING PROGRAM**

RECOMMENDED ACTION

Authorize the Executive Director to execute Memorandums of Agreement with participating agencies to administer contracts related to the Upper Los Angeles River (ULAR) Coordinated Integrated Management Program (CIMP).

BACKGROUND

In 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued new Municipal Separate Storm Sewer (MS4) permits. Under this permitting structure, local agencies (permittees) were allowed to form Enhanced Watershed Management Programs (EWMP), consisting of multiple permittees within a watershed, for the purpose of consolidating their compliance efforts. The Upper Los Angeles River (ULAR) EWMP consists of nineteen permittees¹, eleven of which are members of the San Gabriel Valley Council of Governments (SGVCOG) as follows:

- City of Alhambra
- City of La Canada Flintridge
- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Rosemead
- City of San Gabriel
- City of San Marino
- City of South El Monte
- City of South Pasadena
- City of Temple City

CIMP MOA AND FUNDING

One of the requirements under the permit is to establish a Coordinated Integrated Monitoring Program (CIMP) to monitor the progress of the EWMP toward meeting clean water goals. The CIMP scope of work includes program development, establishing monitoring stations at key waterbody outfalls, measuring pollutants and constituents at receiving waters, monitoring stormwater and non-stormwater outfalls, developing and tracking studies, and annual reporting to the Regional Board. There are both technical and managerial aspects of the CIMP function, including regular laboratory work such as water testing, and administrative interaction with the Regional Board. Members of the EWMP meet monthly to review the CIMP program and other aspects of the EWMP.

¹ The other eight members of the ULAR CIMP are: Los Angeles County Flood Control District, County of Los Angeles, City of Los Angeles, City of Burbank, City of Calabasas, City of Glendale, City of Hidden Hills, and City of San Fernando.

For the past four years, the City of Los Angeles (the City) Watershed Protection Division has performed this function by agreement of all permittees in the EWMP. The City has the technical capability to perform CIMP functions integral to its organizational structure. The ULAR permittees voluntarily entered into a Memorandum of Agreement (MOA) with the City to perform the CIMP functions on behalf of the EWMP. The current MOA is structured such that in general, total monitoring and non-monitoring costs are distributed according to each permittee's land area relative to the total land area in the ULAR EWMP.

Agency	Land Area (acres)	% of Area
LACFCD ²		
City of Los Angeles	181,288.00	58.53%
County of Los Angeles	41,048.07	13.25%
City of Alhambra	4,884.31	1.58%
City of Burbank	11,095.20	3.58%
City of Calabasas	4,005.68	1.29%
City of Glendale	19,587.50	6.32%
City of Hidden Hills	961.03	0.31%
City of La Canada Flintridge	5,534.46	1.79%
City of Montebello	5,356.38	1.73%
City of Monterey Park	4,951.51	1.60%
City of Pasadena	14,805.30	4.78%
City of Rosemead	3,310.87	1.07%
City of San Fernando	1,517.64	0.49%
City of San Gabriel	2,644.87	0.85%
City of San Marino	2,409.64	0.78%
City of South Et Monte	1,594.16	0.51%
City of South Pasadena	2,186.20	0.71%
<u>City of Temple City</u>	<u>2,576.50</u>	<u>0.83%</u>
Total	309,757.32	100.00%

Table 1
Relative and Total Land Area in the ULAR EWMP/CIMP.

SGVSGVCOG ROLE

The City is asking that the SGVCOG take over administration of the MOAs and billing. Generally, the structure would otherwise be the same as the existing arrangement with the exception of the following changes:

- Separate the technical execution of the CIMP and the financial management of the program in order to provide third-party oversight.
- Implement a flat rate financial management fee, as opposed to a percent-based fee, in order to stabilize budgeting.
- Separate monitoring and non-monitoring costs in order to support the City's internal accounting procedures. (Two MOAs will be required, one for each aspect of the program.)

² The Los Angeles County Flood Control District does not own any land; hence they are charged a percentage of the overcall cost of the CIMP rather than a percentage of the land area.

Additionally, the City would like to incorporate an added role of marketing the City's CIMP services to Individual Industrial Permittees (IIP), commercial businesses such as recyclers whose day-to-day functions require them to be permitted by the Regional Board. The rationale is that the monitoring functions the City is already performing for the EWMP can also serve IIPs. Given a list of IIPs provided by the City, SGVCOG would send a form letter to each IIP offering them membership in the CIMP as an alternative to implementing a monitoring program on their own or through a contractor. The City will charge \$12,300 for this service which includes a 10% financial management fee (\$1,230) for each IIP that joins the CIMP. The SGVCOG would retain the financial management fee.

The MOAs would include the following tasks that apply to the SGVCOG:

- Execute five-year MOAs (Monitoring and Non-Monitoring) with each individual permittee for their proportionate share of the costs of the CIMP program which include program costs, a 10% contingency, and financial management fee.
- By May 31st of each year, bill each permittee for their proportionate share of the program.
- By July 1st of each year, collect CIMP fees to be used to execute the program during that fiscal year.
- Retain the CIMP contingency funds in a secured account to fund overages in monitoring, special studies, exceedances, or other needs upon agreement and approval of the EWMP.
- Execute five-year MOAs (Monitoring and Non-Monitoring) with the City of Los Angeles to pay the collected amounts to the City.
- Execute contracts with individual consultants, as needed, to support special studies and other uses of the contingency funds.
- Provide an annual reconciliation report each fiscal year.
- Market the CIMP to IIPs and serve as the financial manager receiving 10% for each IIP that joins.

In exchange for these services, the SGVCOG would receive a financial management fee of \$100,000 per year.

BENEFITS AND CONSIDERATIONS

The City has a similar arrangement with the South Bay Cities SGVCOG (SBCSGVCOG) the Dominguez Channel Watershed Management Group which includes nine permittees. For this service, SBCSGVCOG receives approximately \$50,000 per year. Given that there are twice the number of permittees in the ULAR EWMP, the City is proposing a financial management fee of \$100,000 per year for the SGVCOG. At a regular meeting of the ULAR EWMP, members agreed to this financial management fee. SBCCOG also performs the marketing function to IIPs in their region for which they receive \$1,230 annually per IIP, as described above.

Staff has identified the following soft costs:

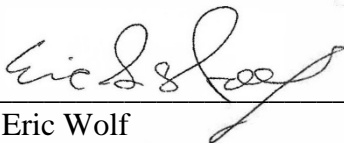
- Initiating the MOAs will require staff time for persistent dialogs with member permittees in order to obtain signatures on the MOAs.
- Enacting the MOAs will require additional legal fees for review of the documents.
- Once established, annual billing and management should be minimal.

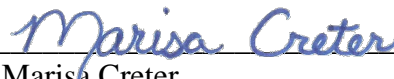
This would not be the first time the SGVCOG has filled this type of role. In 2011/12, the SGVCOG entered into a contract with a consultant for development of the Los Angeles River (Reach 2) Total Maximum Daily Load (TMDL) Implementation Plan. Each agency bordering Reach 2 paid the SGVCOG a portion of the total cost of the contract according to their percentage of area relative to the total area of the Reach.

This arrangement presents several benefits to the City and permittees. Primarily, the MOAs provide comfort to the EWMP members at having third-party oversight of the expenditures of the program. Also, the SGVSGVCOG would serve as a conduit for the City to expedite contracting of specialized outside consultant services as needed for issues beyond the City's organic capability. This contracting is otherwise a lengthy process for the City based on their layered procurement process. Extending CIMP services to IIPs also provides a service to businesses that may otherwise find it hard to comply with monitoring requirements. Finally, assuming this role increases the value of the SGVCOG to its member agencies in the strategic area of Water Quality and Stormwater.

RECOMMENDATION

Authorize the Executive Director to execute Memorandums of Agreement with participating agencies to administer contracts related to the Upper Los Angeles River (ULAR) Coordinated Integrated Management Program (CIMP).

Prepared by: 
Eric Wolf
Senior Management Analyst

Approved by: 
Marisa Creter
Assistant Executive Director

ATTACHMENTS

Attachment A – Current City of Los Angeles Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANGAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County MS4 as a large municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River (ULAR) Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the ULAR Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (Consultant) to assist the PARTIES in the development of a CIMP; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was conditionally approved by the Regional Board on August 5, 2015; and

WHEREAS, the CITY will perform the MONITORING SERVICES required to implement the ULAR CIMP, which has been approved by the Regional Board, pursuant to the MS4 Permit; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$6,007,558; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES on the PARTIES' behalf, the PARTIES have agreed to pay the CITY for its Monitoring Services as indicated in Table 1 of Exhibit A of this MOA; and

WHEREAS, the MONITORING SERVICES includes various program start-up costs to implement the CIMP, and the PARTIES have agreed that these costs are reimbursable pursuant to this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES, at a cost not to exceed those shown in Tables 1-3 of Exhibit A; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP based on the Distributed Costs contained in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES have agreed that the distributed costs contained in Table 1 of Exhibit A of this MOA is the sum of GENERAL MONITORING COSTS which are distributed according to each PARTY'S land area relative to the total land area in the ULAR Watershed Management Area (refer to Table 2, Exhibit A), plus the costs of NON-STORMWATER OUTFALL MONITORING, LEGG LAKE RECEIVING WATER MONITORING, and the ARROYO SECO LOAD REDUCTION STRATEGY document preparation, which are distributed according to each PARTY'S land area within those specific sub-watersheds and tributaries of the Los Angeles River (refer to Tables 3a-3g, in Exhibit A); and

WHEREAS, the PARTIES have agreed that the costs of monitoring Echo Park Lake and Lake Calabasas, are not included in the MOA, but rather, are the responsibility of the PARTIES which have jurisdiction over those water bodies; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES required to implement the Upper Los Angeles Watershed Management Area Group CIMP.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY and shall remain in effect until June 30, 2018. The MOA may be extended, through an amendment, for an additional term of three (3) years if agreed upon by the PARTIES.

Section 6. Commitment. Once effective, all cooperating PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES submittal of the MS4 Permit Annual Report per the practices found in the approved CIMP. The CITY may modify this MOA through an amendment approved by all PARTIES, when conditions, such as but not limited to, expansion of CIMP requirements, impact annual costs.
- b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the monitoring report and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.
- c. Invoicing. The CITY will invoice the PARTIES annually, not exceeding the amounts shown in Table 1 of Exhibit A.

Section 8. Invoicing and Payment.

- a. Annual Payment. The PARTIES shall pay the CITY for their proportional share of the estimated cost for MONITORING SERVICES as shown in Table 1 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.
- b. Invoice. The CITY will invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit A. The annual invoices will be issued in July of each calendar year. The first invoice will be distributed upon the execution of this MOA.
- c. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A include a Program Management Fee in the amount of 5%.
- d. Incidental Expenses. The CITY will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES are anticipated to exceed the cost estimates contained in Exhibit A. A ten (10%) contingency to cover Incidental Expenses is already factored into the cost estimates in Exhibit A. Incidental costs greater than ten percent (10%) will require an amendment to this MOA.
- e. Reconciliation of this MOA. Unexpended costs for variable costs at the termination of this MOA will either be reimbursed to the PARTIES by the CITY in

accordance with the distributed cost formulas set forth in Tables 2 and 3a-3g of Exhibit A, or PARTIES may elect to roll-over unexpended costs to cover monitoring expenses in the following year. At the end of each fiscal year, and at the end of the MOA, the CITY will provide the PARTIES with a statement of actual expenditures, broken down for each table in Exhibit A.

- f. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the CITY invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.
- g. Delinquent Payments. A PARTY or PARTIES payment is considered to be delinquent 180 days after receipt of the invoice from the CITY. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from the CITY attorney; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP. If the PARTY or PARTIES remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following invoice amongst all remaining PARTIES in accordance with a revised distributed cost formula that is exclusive of the delinquent PARTY or PARTIES.

Section 9. THE PARTIES FURTHER AGREE:

- a. Payment. The PARTIES agree to pay the CITY for all MONITORING SERVICES required to implement the ULAR CIMP, pursuant to the MS4 Permit, not exceeding the amounts shown in Table 1 of Exhibit A, based on the distributed cost formulas in Tables 2 and 3a-3g of Exhibit A, attached hereto and made a part of this MOA by this reference.
- b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession, and make available for release to the CITY, that is deemed necessary by the PARTIES to perform the MONITORING SERVICES at no cost to the CITY.
- c. Access. Each PARTY shall allow reasonable access and entry to the CITY or its contractor, on an as-needed basis during the term of this MOA, including but not

limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CITY or its contractor shall provide written notice 72 hours in advance of entry from the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a "no-fee" Access Permit to their facilities/structures which require access to perform the MONITORING SERVICES by the CITY. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment.

- d. The NON-STORMWATER OUTFALL MONITORING element of the MONITORING SERVICES to be provided by the City will constitute non-stormwater outfall-based screening and monitoring only, and will terminate upon identification and prioritization of outfalls with significant non-stormwater discharges. The ensuing investigation(s) to identify the sources of these non-stormwater discharges will be conducted by a third-party consultant who will report findings to the CITY and to PARTIES located within the drainage area of the investigation(s). The estimated costs for these investigations are incorporated in the estimated costs for NON-STORMWATER OUTFALL MONITORING in Table 3a-3e, in Exhibit A.
- e. MONITORING SERVICES of this MOA do not include monitoring activities in Echo Park Lake and Lake Calabasas. These are the responsibility of the agencies with jurisdiction over these water bodies.

Section 10. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed

upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. Any PARTY may terminate its PARTY status this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Terminated PARTIES shall remain wholly responsible for their share of the costs of MONITORING SERVICES that were incurred up to the date at which the MOA was terminated. A terminated PARTY shall have rights to all work and reports produced with the use of its paid cost allocation. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP.
- b. The CITY shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate its PARTY status in this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default as determined by the PARTIES.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.
- c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. Entire Agreement. This MOA, and its Exhibits, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- j. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not

constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

- k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

EXHIBIT A

Table 1. Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD	\$128,820	\$89,931	\$83,464	\$302,215
City of Los Angeles	\$1,164,325	\$919,008	\$846,702	\$2,930,035
County of Los Angeles	\$392,577	\$271,798	\$254,265	\$918,641
City of Alhambra	\$51,979	\$33,726	\$31,439	\$117,143
City of Burbank	\$54,892	\$45,817	\$41,794	\$142,503
City of Calabasas	\$19,818	\$16,541	\$15,089	\$51,448
City of Glendale	\$97,043	\$80,921	\$73,819	\$251,783
City of Hidden Hills	\$4,755	\$3,968	\$3,620	\$12,343
City of La Canada Flintridge	\$82,421	\$37,194	\$35,187	\$154,802
City of Montebello	\$71,012	\$38,486	\$36,544	\$146,043
City of Monterey Park	\$58,090	\$34,814	\$32,707	\$125,611
City of Pasadena	\$210,796	\$106,276	\$100,887	\$417,959
City of Rosemead	\$44,190	\$23,898	\$22,698	\$90,786
City of San Fernando	\$7,508	\$6,267	\$5,717	\$19,492
City of San Gabriel	\$35,301	\$19,091	\$18,132	\$72,524
City of San Marino	\$32,162	\$17,393	\$16,519	\$66,074
City of South El Monte	\$29,805	\$20,214	\$19,636	\$69,655
City of South Pasadena	\$19,767	\$14,683	\$13,400	\$47,851
City of Temple City	\$34,389	\$18,597	\$17,663	\$70,649
Total Estimated Cost of CIMP	\$2,539,651	\$1,798,624	\$1,669,283	\$6,007,558

Note:

1. The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring, Legg Lake Receiving Water Monitoring, and Arroyo Seco Load Reduction Strategy Document Preparation (refer to Table 3a-g, Exhibit A).
2. The figures shown in this table include a 5% Program Management Fee and a 10% Contingency, which are also detailed in Tables 2 and 3a-f in Exhibit A.

Table 2. Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Receiving Water Monitoring	\$378,749	\$390,506	\$361,556	\$1,130,811
Storm Water Outfall Monitoring	\$35,085	\$70,170	\$105,256	\$210,511
Non-Storm Water Outfall Monitoring	(NSWO costs are distributed according to sub-watershed)			
Data Management (15%)	\$62,075	\$69,101	\$70,022	\$201,198
Capital Expenses	\$254,890	\$336,000	\$216,000	\$806,890
Operation & Maintenance Expenses	\$35,132	\$52,733	\$65,333	\$153,199
Contracted Services: Annual Report, Data Tools, On-call support	\$630,731	\$224,381	\$224,381	\$1,079,493
Program Management (5%)	\$69,833	\$57,145	\$52,127	\$179,105
General Monitoring Costs (subtotal)	\$1,466,496	\$1,200,037	\$1,094,675	\$3,761,208
Contingency (10%)	\$146,650	\$120,004	\$109,467	\$376,121
Annual Escalation (0%, 2%, 2%)	\$0	\$26,401	\$24,083	\$50,484
General Monitoring Costs (total)	\$1,613,146	\$1,346,441	\$1,228,225	\$4,187,812

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$80,657	\$67,322	\$61,411	\$209,391
City of Los Angeles	181,288.00	58.53%	\$896,901	\$748,615	\$682,887	\$2,328,404
County of Los Angeles	41,048.07	13.25%	\$203,081	\$169,505	\$154,623	\$527,208
City of Alhambra	4,884.31	1.58%	\$24,165	\$20,169	\$18,399	\$62,732
City of Burbank	11,095.20	3.58%	\$54,892	\$45,817	\$41,794	\$142,503
City of Calabasas	4,005.68	1.29%	\$19,818	\$16,541	\$15,089	\$51,448
City of Glendale	19,587.50	6.32%	\$96,907	\$80,885	\$73,783	\$251,575
City of Hidden Hills	961.03	0.31%	\$4,755	\$3,968	\$3,620	\$12,343
City of La Canada Flintridge	5,534.46	1.79%	\$27,381	\$22,854	\$20,848	\$71,083
City of Montebello	5,356.38	1.73%	\$26,500	\$22,119	\$20,177	\$68,796
City of Monterey Park	4,951.51	1.60%	\$24,497	\$20,447	\$18,652	\$63,596
City of Pasadena	14,805.30	4.78%	\$73,248	\$61,137	\$55,770	\$190,154
City of Rosemead	3,310.87	1.07%	\$16,380	\$13,672	\$12,472	\$42,524
City of San Fernando	1,517.64	0.49%	\$7,508	\$6,267	\$5,717	\$19,492
City of San Gabriel	2,644.87	0.85%	\$13,085	\$10,922	\$9,963	\$33,970
City of San Marino	2,409.64	0.78%	\$11,921	\$9,950	\$9,077	\$30,949
City of South El Monte	1,594.16	0.51%	\$7,887	\$6,583	\$6,005	\$20,475
City of South Pasadena	2,186.20	0.71%	\$10,816	\$9,028	\$8,235	\$28,079
City of Temple City	2,576.50	0.83%	\$12,747	\$10,639	\$9,705	\$33,092
Total	309,757.32	100%	\$1,613,146	\$1,346,441	\$1,228,225	\$4,187,812

Note:

- General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
- The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
- Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
- Area (acres) determined by GIS analysis as shown in Exhibit C.
- Agency Percent Area = (Agency Area / Total Area) x 100%
- Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area].

Table 3a. Distribution of Costs for Non-Stormwater Outfall Monitoring in Rio Hondo.

Non-Stormwater Outfall Monitoring (Rio Hondo)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	\$85,432	\$0	\$0	\$85,432
Source Investigations	\$100,000	\$0	\$0	\$100,000
Non-Stormwater Outfall Monitoring	\$104,532	\$104,532	\$104,532	\$313,596
Data Management (15%)	\$43,495	\$15,680	\$15,680	\$74,854
Program Management (5%)	\$16,673	\$6,011	\$6,011	\$28,694
Monitoring Cost Sub-Total	\$350,131	\$126,222	\$126,222	\$602,576
Contingency (10%)	\$35,013	\$12,622	\$12,622	\$60,258
Annual Escalation (0%, 2%, 2%)	\$0	\$2,777	\$2,777	\$5,554
Rio Hondo (Total)	\$385,144	\$141,621	\$141,621	\$668,387

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$19,257	\$7,081	\$7,081	\$33,419
County of Los Angeles	8,057.60	18.50%	\$67,681	\$24,887	\$24,887	\$117,455
City of Alhambra	3,311.34	7.60%	\$27,814	\$10,228	\$10,228	\$48,269
City of Montebello	5,299.29	12.17%	\$44,512	\$16,368	\$16,368	\$77,247
City of Monterey Park	3,999.35	9.18%	\$33,593	\$12,353	\$12,353	\$58,298
City of Pasadena	10,177.22	23.36%	\$85,485	\$31,434	\$31,434	\$148,352
City of Rosemead	3,310.89	7.60%	\$27,810	\$10,226	\$10,226	\$48,262
City of San Gabriel	2,644.88	6.07%	\$22,216	\$8,169	\$8,169	\$38,554
City of San Marino	2,409.65	5.53%	\$20,240	\$7,443	\$7,443	\$35,125
City of South El Monte	1,592.66	3.66%	\$13,378	\$4,919	\$4,919	\$23,216
City of South Pasadena	180.45	0.41%	\$1,516	\$557	\$557	\$2,630
City of Temple City	2,576.51	5.91%	\$21,642	\$7,958	\$7,958	\$37,557
Rio Hondo (Total)	43,559.83	100%	\$385,144	\$141,621	\$141,621	\$668,387

Table 3b. Distribution of Costs for Non-Stormwater Outfall Monitoring in Arroyo Seco.

Non-Stormwater Outfall Monitoring (Arroyo Seco)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	\$55,397	\$0	\$0	\$55,397
Source Investigations	\$40,000	\$0	\$0	\$40,000
Non-Stormwater Outfall Monitoring	\$41,718	\$41,718	\$41,718	\$125,155
Data Management (15%)	\$20,567	\$6,258	\$6,258	\$33,083
Program Management (5%)	\$7,884	\$2,399	\$2,399	\$12,682
Monitoring Cost Sub-Total	\$165,566	\$50,375	\$50,375	\$266,316
Contingency (10%)	\$16,557	\$5,037	\$5,037	\$26,632
Annual Escalation (0%, 2%, 2%)	\$0	\$1,108	\$1,108	\$2,216
Arroyo Seco (Total)	\$182,123	\$56,520	\$56,520	\$295,164

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$9,106	\$2,826	\$2,826	\$14,758
City of Los Angeles	3,936.66	27.73%	\$47,972	\$14,888	\$14,888	\$77,748
County of Los Angeles	2,361.13	16.63%	\$28,773	\$8,929	\$8,929	\$46,632
City of Glendale	9.39	0.07%	\$114	\$36	\$36	\$186
City of La Canada Flintridge	3,791.77	26.71%	\$46,207	\$14,340	\$14,340	\$74,886
City of Pasadena	3,586.72	25.26%	\$43,708	\$13,564	\$13,564	\$70,837
City of South Pasadena	512.25	3.61%	\$6,242	\$1,937	\$1,937	\$10,117
Arroyo Seco (Total)	14,197.93	100%	\$182,123	\$56,520	\$56,520	\$295,164

Table 3c. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment E of Los Angeles River.

Non-Stormwater Outfall Monitoring (Segment E)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	\$89,880	\$0	\$0	\$89,880
Source Investigations	\$60,000	\$0	\$0	\$60,000
Non-Stormwater Outfall Monitoring	\$0	\$82,052	\$82,052	\$164,104
Data Management (15%)	\$22,482	\$12,308	\$12,308	\$47,098
Program Management (5%)	\$8,618	\$4,718	\$4,718	\$18,054
Monitoring Cost Sub-Total	\$180,980	\$99,078	\$99,078	\$379,136
Contingency (10%)	\$18,098	\$9,908	\$9,908	\$37,914
Annual Escalation (0%, 2%, 2%)	\$0	\$2,180	\$2,180	\$4,359
Segment E (Total)	\$199,079	\$111,165	\$111,165	\$421,409

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$9,954	\$5,558	\$5,558	\$21,070
City of Los Angeles	30,933.21	78.68%	\$148,800	\$83,090	\$83,090	\$314,981
County of Los Angeles	8,382.73	21.32%	\$40,324	\$22,517	\$22,517	\$85,358
Segment E (Total)	39,315.94	100%	\$199,079	\$111,165	\$111,165	\$421,409

Table 3d. Distribution of Costs for Non-Stormwater Outfall Monitoring in Compton Creek.

Non-Stormwater Outfall Monitoring (Compton Creek)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	\$77,454	\$0	\$0	\$77,454
Source Investigations	\$0	\$50,000	\$0	\$50,000
Non-Stormwater Outfall Monitoring	\$0	\$0	\$47,990	\$47,990
Data Management (15%)	\$11,618	\$7,500	\$7,198	\$26,317
Program Management (5%)	\$4,454	\$2,875	\$2,759	\$10,088
Monitoring Cost Sub-Total	\$93,525	\$60,375	\$57,948	\$211,848
Contingency (10%)	\$9,353	\$6,038	\$5,795	\$21,185
Annual Escalation (0%, 2%, 2%)	\$0	\$1,328	\$1,275	\$2,603
Compton Creek (Total)	\$102,878	\$67,741	\$65,018	\$235,636

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$5,144	\$3,387	\$3,251	\$11,782
City of Los Angeles	10,602.17	62.91%	\$61,480	\$40,482	\$38,855	\$140,817
County of Los Angeles	6,251.93	37.09%	\$36,254	\$23,872	\$22,912	\$83,037
Compton Creek (Total)	16,854.11	100%	\$102,878	\$67,741	\$65,018	\$235,636

Table 3e. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment B of Los Angeles River.

Non-Stormwater Outfall Monitoring (Segment B)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	\$0	\$0	\$0	\$0
Source Investigations	\$0	\$40,000	\$0	\$40,000
Non-Stormwater Outfall Monitoring	\$0	\$0	\$33,798	\$33,798
Data Management (15%)	\$0	\$6,000	\$5,070	\$11,070
Program Management (5%)	\$0	\$2,300	\$1,943	\$4,243
Monitoring Cost Sub-Total	\$0	\$48,300	\$40,811	\$89,111
Contingency (10%)	\$0	\$4,830	\$4,081	\$8,911
Annual Escalation (0%, 2%, 2%)	\$0	\$1,063	\$898	\$1,960
Segment B (Total)	\$0	\$54,193	\$45,790	\$99,983

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$0	\$2,710	\$2,290	\$4,999
City of Los Angeles	15,089.17	62.03%	\$0	\$31,933	\$26,982	\$58,915
County of Los Angeles	5,152.65	21.18%	\$0	\$10,904	\$9,214	\$20,118
City of Alhambra	1,573.00	6.47%	\$0	\$3,329	\$2,813	\$6,142
City of Monterey Park	952.18	3.91%	\$0	\$2,015	\$1,703	\$3,718
City of Pasadena	66.59	0.27%	\$0	\$141	\$119	\$260
City of South Pasadena	1,493.50	6.14%	\$0	\$3,161	\$2,671	\$5,831
Segment B (Total)	24,327.09	100%	\$0	\$54,193	\$45,790	\$99,983

Note:

1. For Non-stormwater Outfall Monitoring, Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs -- LACFD 5%) x Agency Percent Area].

Table 3f. Distribution of Costs for Legg Lake Receiving Water Monitoring.

Legg Lake Receiving Water Monitoring	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Receiving Water Monitoring	\$15,458	\$15,458	\$15,458	\$46,373
Data Management (15%)	\$2,319	\$2,319	\$2,319	\$6,956
Program Management (5%)	\$889	\$889	\$889	\$2,666
Monitoring Cost Sub-Total	\$18,665	\$18,665	\$18,665	\$55,996
Contingency (10%)	\$1,867	\$1,867	\$1,867	\$5,600
Annual Escalation (0%, 2%, 2%)	\$0	\$411	\$411	\$821
Legg Lake (Total)	\$20,532	\$20,942	\$20,942	\$62,417

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	\$1,027	\$1,047	\$1,047	\$3,121
County of Los Angeles	2,044.68	56.21%	\$10,965	\$11,184	\$11,184	\$33,332
City of South El Monte	1,592.68	43.79%	\$8,541	\$8,712	\$8,712	\$25,964
Legg Lake (Total)	3,637.35	100%	\$20,532	\$20,942	\$20,942	\$62,417

Table 3g. Distribution of Costs for Arroyo Seco Load Reduction Strategy Document Preparation.

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (10%)	--	--	\$3,675	\$0	\$0	\$3,675
City of Los Angeles	3,936.66	27.73%	\$9,171	\$0	\$0	\$9,171
County of Los Angeles	2,361.13	16.63%	\$5,500	\$0	\$0	\$5,500
City of Glendale	9.39	0.07%	\$22	\$0	\$0	\$22
City of La Canada Flintridge	3,791.77	26.71%	\$8,833	\$0	\$0	\$8,833
City of Pasadena	3,586.72	25.26%	\$8,356	\$0	\$0	\$8,356
City of South Pasadena	512.25	3.61%	\$1,193	\$0	\$0	\$1,193
Arroyo Seco LRS (Total)	14,197.93	100%	\$36,750	\$0	\$0	\$36,750

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

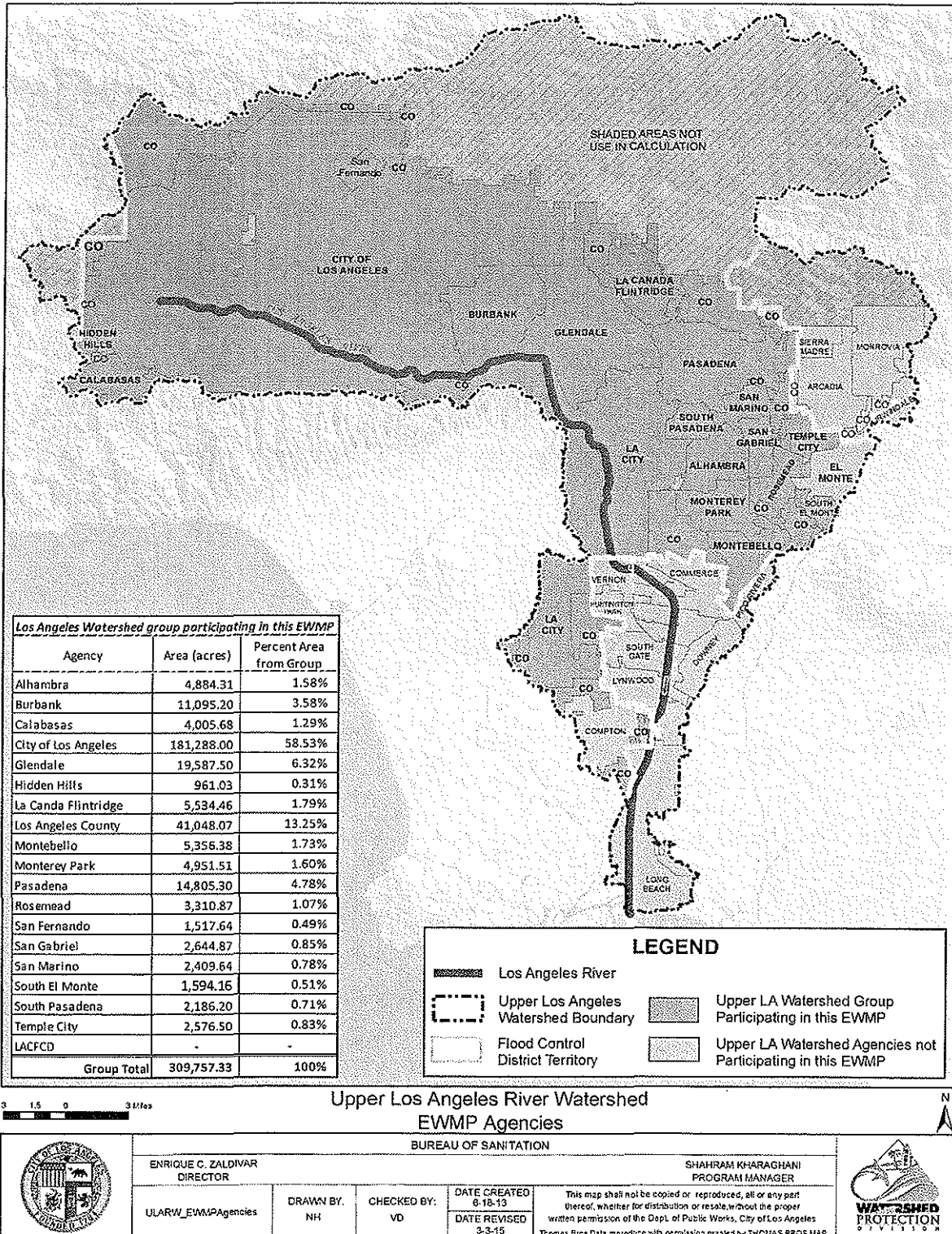
Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Terri Grant E-mail: TGRANT@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail: ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: Fax:
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@ci.glendale.ca.us Phone: Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Edward Hitti E-mail: EHitti@lcf.ca.gov Phone: 818-790-8882 Fax: 818-70-8897

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Amy Ho E-mail: amho@montereypark.ca.gov Mikki Klee E-mail: mklee@jlha.net Phone: (562) 802-7880 Fax: (562) 802-2297
City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215	Stephen Walker E-mail: SWalker@cityofpasadena.net Phone: (626) 744-4271 Fax:
City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787	Anthony La E-mail: ala@cityofrosemead.org Phone: (626) 569-2118
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Joe Bellomo Email: jbellomo@willdan.com Phone: (805) 279-6856
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax:
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Kevin Sales E-mail: kjserv@aol.com Phone: Fax:
City of South El Monte [insert address]	[insert name] E-mail: Phone: Fax:
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Shin Furukawa E-mail: SFurukawa@ci.south-pasadena.ca.us Phone: (626) 403-7246 Fax:
City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Michael Forbes, AICP, Community Development Director E-mail: Mikki Klee E-mail: mklee@jlha.net Phone: (562) 802-7880 Fax: (562) 802-2297

EXHIBIT C **Upper Los Angeles River Enhanced Watershed Management Area Group**





AGENDA AND NOTICE OF THE REGULAR MEETING OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD

AUGUST 17, 2017 - 6:00 P.M.

**Upper San Gabriel Valley Municipal Water District Office
602 E. Huntington Drive, Suite B, Monrovia, California 91016**

SGVCOG Officers

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Joe Lyons

3rd Vice President
Becky Shevlin

Members

Alhambra
Arcadia
Azusa
Baldwin Park
Bradbury
Claremont
Covina
Diamond Bar
Duarte
El Monte
Glendora
Industry
Irwindale
La Cañada Flintridge
La Puente
La Verne
Monrovia
Montebello
Monterey Park
Pasadena
Pomona
Rosemead
San Dimas
San Gabriel
San Marino
Sierra Madre
South El Monte
South Pasadena
Temple City
Walnut
West Covina

First District, LA County
Unincorporated Communities

Fourth District, LA County
Unincorporated Communities

Fifth District, LA County
Unincorporated Communities

SGV Water Districts

Thank you for participating in tonight's meeting. The Governing Board encourages public participation and invites you to share your views on agenda items.

MEETINGS: *Regular Meetings of the Governing Board are held on the third Thursday of each month at 6:00 PM at the Upper San Gabriel Valley Municipal Water District Office (602 E. Huntington Drive, Suite B, Monrovia, California 91016).* The Governing Board agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvco.org. Copies are available via email upon request (sgv@sgvco.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all Governing Board meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVCOG requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks.

TO ADDRESS THE GOVERNING BOARD: At a regular meeting, the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. There is a three minute limit on all public comments. Proxies are not permitted and individuals may not cede their comment time to other members of the public. **The Governing Board may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the Governing Board. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Governing Board can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Governing Board.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



PRELIMINARY BUSINESS

5 MINUTES

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
5. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting

CONSENT CALENDAR

5 MINUTES

(It is anticipated that the SGVCOG Governing Board may take action on the following matters)

6. Governing Board Meeting Minutes
Recommended Action: Adopt Governing Board minutes.
7. Monthly Cash Disbursements/Balances/Transfers
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
8. ACE Board of Directors Minutes
Recommended Action: Receive and file.
9. ACE Monthly Report
Recommended Action: Receive and file.
10. Committee Attendance
Recommended Action: Receive and file.

ACTION ITEMS

90 MINUTES

(It is anticipated that the SGVCOG Governing Board may take action on the following matters)

11. Memorandums of Agreement (MOAs) with the City of Los Angeles and Other Participating Cities for Administration of Contracts related to the Coordinated Integrated Monitoring Program (CIMP) for the Upper Los Angeles River (ULAR) Enhanced Watershed Management Plan (EWMP)
Recommended Action: Recommend Governing Board authorize Executive Director to execute MOAs with participating cities to administer contracts related to the ULAR CIMP.
12. Salary Resolution
Recommended Actions: Recommend Governing Board adopt Resolution 17-29 updating the salary and classification system.
13. **Ad Hoc ACE/ Large Capital Projects Committee Report**

CLOSED SESSION

30 MINUTES

14. PUBLIC EMPLOYMENT: Titles: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957
CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Phil Hawkey, Richard D. Jones, Dominic Lazaretto, Tony Ramos and Chris Jeffers; Unrepresented employees: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957.6.

PRESIDENT'S REPORT

10 MINUTES

15. Oral Report

EXECUTIVE DIRECTOR'S REPORT

5 MINUTES

16. Oral Report

GENERAL COUNSEL'S REPORT

COMMITTEE REPORTS

15 MINUTES

Transportation Committee

Homelessness Committee

Energy, Environment and Natural Resources Committee

Water Committee

Ad Hoc Legislative Committee

PROJECT REPORTS

10 MINUTES

The ACE Project

San Gabriel Valley Energy Wise Partnership

LIAISON REPORTS

10 MINUTES

Gold Line Foothill Extension Construction Authority

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

Southern California Association of Governments

League of California Cities

San Gabriel Valley Economic Partnership

South Coast Air Quality Management District

BOARD MEMBER ITEMS

ANNOUNCEMENTS

ADJOURN

ADJOURN